

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

NETJETS SALES, INC; NETJETS
AVIATION, INC; NETJETS SERVICES,
INC,

Plaintiffs,

vs.

26 NORTH AVIATION INCORPORATED,
dba SKYSTREAM JET; DOE
INDIVIDUALS 1-20; ROE BUSINESS
ENTITIES 1-20, inclusive,

Defendants.

Case No. 3:23-CV-00332-ART-CLB

ORDER ON PLAINTIFFS' MOTION
FOR PARTIAL SUMMARY
JUDGMENT
(ECF No. 31)

Plaintiffs NetJets Sales, Inc., NetJets Aviation, Inc., and NetJets Services, Inc. (collectively, "NetJets") bring this action against Defendant 26 North Aviation, Incorporated, doing business as Skystream Jet ("Skystream"), alleging that Skystream's pilots were negligent in parking a Skystream aircraft near a NetJets aircraft, causing it damage from the Skystream jet's engine exhaust. Before the Court is Plaintiff's motion for partial summary judgment on liability. (ECF No. 31.) For the reasons set forth below, the Court denies Plaintiff's motion.

I. FACTUAL BACKGROUND

A. Parties and Aircraft

Plaintiff NetJets runs a fractional aircraft program and operates a program fleet, which participants or "owners" can purchase or lease interests in. (ECF No. 31-1 at 2.)

¹ These participants can use aircraft in the program fleet to fly on demand. (*Id.* at 3.) The "Latitude" is a twin-engine jet seating up to eleven passengers and is a part of the NetJets program fleet. (*Id.*) At the time of the incident, NetJets had an ownership interest in the Latitude as well as a contractual obligation to

¹ The page numbers of exhibits cited in this order refer to the electronic filing page numbers, printed in blue at the top of each exhibit in the record.

1 participants to maintain the aircraft. (*Id.*) On July 9 and 10 2021, the Latitude
2 was operated by pilots Jan Peter Versweyveld as the pilot-in-command (“PIC”) and
3 second-in-command (“SIC”) Henrik Lundberg, both employed by NetJets.
4 (ECF Nos. 35-7 at 3; 31-12 at 13; 35-8 at 3.)

5 At the time of the incident, Defendant Skystream was the operator of the
6 “Global Express” aircraft. (ECF No. 31-22.) The Global Express is also a twin-
7 engine jet seating up to 19 passengers. (*Id.*) On the night of July 9, 2021, the
8 Global Express was operated by PIC Philip Adornado and SIC Kurt Zender, both
9 employees of 26 North Aviation (Skystream). (ECF Nos. 31-3 at 4-5, 29; 31-4 at
10 5, 37; 31-5 at 3.)

11 **B. July 9, 2021 Incident**

12 On July 9, 2021, the Latitude landed and parked at KGTV airport around
13 8:45 p.m. (ECF No. 31-10.) KGTV is an airport that provides fixed-base operator
14 (“FBO”) services, such as refueling, maintenance, and parking. (ECF No. 31-11
15 at 3.) The flight data from the Latitude shows that the Latitude pilots engaged the
16 control lock on the airplane before shutting down and leaving for the night. (ECF
17 Nos. 31-13; 31-11 at 2.) The control lock is a mechanism that locks the controls
18 of an aircraft and is designed to prevent damage to the systems and surfaces.
19 (ECF Nos. 31-3 at 26; 35-3 at 11-12; 31-8 at 11-12.) The Federal Aviation
20 Association (“FAA”) requires that a control lock be able to withstand gusts of up
21 to 65 knots, or approximately 72-73 miles per hour, without damage to aircraft
22 surfaces or systems. (ECF No. 31-8 at 13.)

23 Later that night, at approximately 10:35 p.m., the Global Express landed
24 at KVTG. (ECF Nos. 1 at ¶ 17; 9 at ¶ 17.) KGTV had closed for the night at 10:30
25 p.m. (ECF No. 9 at ¶ 16.) FBOs such as KVTG have operating hours and are not
26 staffed by FBO personnel after hours; however, aircraft are still permitted to land
27 and park after hours at FBOs. (ECF No. 31-11 at 3.) Because the FBO had closed,
28 “wing walkers” or “marshallers” who direct pilots during taxiing and parking, were

1 not available to assist the Global Express pilots with parking that evening. (ECF
2 Nos. 31-11 at 4; 31-22 at 2.)

3 After landing, the Global Express pilots taxied the aircraft and parked it in
4 a spot adjacent to the Latitude. (ECF No. 31-14.) Both pilots were aware of the
5 Latitude's position. (ECF Nos. 31-2 at 36; 31-3 at 37-38; 31-4 at 94.) In
6 maneuvering the Global Express into the parking space, the pilots made a series
7 of turns, ultimately ending up with the tail of the Global Express pointing towards
8 the tail of the Latitude. (ECF Nos. 31-14; 31-8 at 7; 31-22 at 5.) The Global
9 Express pilots testified that they used ground idle thrust to maneuver the aircraft
10 into the parking space. (ECF Nos. 31-3 at 39; 31-4 at 23.) As the Global Express
11 was turned into its parking space, the exhaust from the Global Express engines
12 caused wind to hit the tail end of the Latitude. (ECF No. 31-14.) The video footage
13 shows the tail of the Latitude vibrating due to the force of the Global Express
14 exhaust. (*Id.*)

15 **C. Availability of Alternative Parking Options**

16 Plaintiff's expert's rebuttal report states that "the Global Express had
17 options to park in other areas rather than in a position that would result in a [sic]
18 directing its jet blast onto the NetJets Latitude," and that the pilots had the option
19 to park in "the same parking space in which they ultimately parked, but in the
20 opposite-orientation — with the engine exhaust directed toward an empty parking
21 spot in the aisle to the west, rather than toward the tail surfaces of the NetJets
22 Latitude." (ECF No. 31-21 at 4.) The PIC of the Global Express, Adornado, testified
23 that there were other parking options that would have avoided damage to the
24 Latitude. (ECF No. 35-4 at 9.) However, he also testified that he would not have
25 parked the Global Express in the same parking spot but in the opposite
26 orientation because he "would never park perpendicular to other airplanes," and
27 particularly where he did not know if the airport had aircraft towing capabilities.
28 (*Id.* at 8.) SIC of the Global Express, Zender, stated that parking in that way would

1 have blocked in other aircraft unless the airport had a way to move the plane.
2 (ECF No. 35-5 at 7.) Adornado also stated that an alternative parking spot to the
3 southeast would have created the “same scenario,” with a risk of blasting another
4 aircraft. (ECF No. 35-4 at 7-8.) Zender stated that the pilots stopped and
5 identified two parking options, but there were “more airplanes” in the second
6 option which they did not ultimately choose, as well as “wing clearance” concerns
7 not present in the spot they ultimately chose. (ECF No. 35-5 at 140-41, 191).

8 Zender testified that after weighing the parking options, the space they
9 chose “seemed like . . . the best option.” (*Id.* at 3.) Defendant’s expert testified
10 that without knowing the specific circumstances at the time, he believes the pilot
11 was “trying to put that aircraft in the best, safest place that they could,” and that
12 “every time I look at this as a pilot, I go, well, I think I’m right where these guys
13 ended up.” (ECF No. 35-1 at 5, 8.)

14 The Global Express pilots testified that when in doubt about having safe
15 clearance while taxiing, they could “just stop the aircraft” or “just shut the aircraft
16 down.” (ECF Nos. 31-4 at 12, 19; 31-3 at 10.) Zender testified that in the same
17 scenario in the future he would be “more critical” and depending on the situation,
18 he might “just shut the airplane down.” (ECF No. 31-3 at 44.)

19 **D. Exhaust Profile, Distance, and Angle**

20 The flight manual for the Global Express aircraft contains a diagram of the
21 “exhaust danger areas” behind the aircraft’s engines. (ECF No. 35-2.) The
22 diagram shows cone-shaped areas behind the engines and corresponding wind
23 velocity for those areas based on distance from the engines. (*Id.*) An arrow
24 pointing to a cone extending 50 feet directly behind each engine says “102 mph.”
25 (*Id.*) An arrow pointing to the center a larger yellow cone shaped area behind the
26 aircraft at approximately 100 feet behind the engine says “62 mph.” (*Id.*) The
27 diagram does not include any other data points for wind speeds between 50 and
28 100 feet. (*Id.*) PIC of the Global Express Adornado testified that at 50 feet from

1 the engines, the velocity of the exhaust would be 102 in a “small area,” and that
2 at 100 feet from the engines, the velocity would be “like a cone of 62 miles per
3 hour and then an exterior of 34 miles per hour.” (ECF No. 31-4 at 22-23.)
4 According to the testimony of the Global Express pilots, they are trained on jet
5 blast profiles, and it is important for pilots to know the jet blast profile on the
6 aircraft they are flying in order to “not cause damage to people or property on the
7 ground.” (ECF Nos. 31-4 at 66; 31-3 at 15-16.) Defendant’s expert agreed that
8 pilots have a safety obligation to know the effects of a jet blast. (ECF No. 31-2 at
9 14.)

10 Plaintiff’s expert estimated that the distance between the back of the Global
11 Express’s engines at the time of the incident was approximately 50 feet. (ECF No.
12 31-8 at 10-11.) He reached this conclusion by using scaled measurements from
13 the KGTV video footage, the published dimensions of the two aircraft, and the
14 distance between the painted parking lines on the ground at KGTV, which is 83
15 feet. (*Id.*) Referencing the exhaust danger areas diagram, the expert concluded
16 that that at this distance, the Latitude was subject to wind at a velocity of 102
17 miles per hour at idle thrust, which would be expected to result in the damage that
18 occurred to the aircraft. (*Id.* at 9.) The Defendant’s expert did not opine on the
19 distance between the two aircraft, but, as discussed below, Defendant argues
20 that the methods Plaintiff’s expert used were inaccurate.

21 Additionally, the parties dispute the precise angle at which the Global
22 Express’s tail was pointed towards the Latitude’s tail. Plaintiff’s expert report
23 states that “the tail of the Global Express was directly facing the tail of Latitude,
24 such that the exhaust from the Global Express’s engine was aligned with the
25 Latitude’s tail surfaces.” (ECF No. 31-8 at 7.) Defendant’s expert report does not
26 opine on the specific angle, but the expert’s reconstruction of the positioning of
27 the aircraft shows them slightly offset. (ECF No. 31-22 at 5.)

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E. Events of July 10, 2021

On the morning of July 10, 2021, the same pilots, PIC Versweyveld and SIC Lundberg departed KGTW on a flight headed to Ontario International Airport in California. (ECF Nos. 31-8 at 7; 35-7 at 3; 35-8 at 4). Versweyveld conducted a pre-flight inspection which “appeared to be fully normal.” (ECF No. 35-7 at 4.) Once in the air, the pilots experienced control abnormalities and made an emergency landing at Harry Reid International Airport (then McCarran International Airport). (*Id.* at 6.) The pilots performed a post-flight inspection, in which they noticed that the aircraft’s elevators were uneven and that there was abrasion and cracks on some hinge points. (*Id.* at 7; ECF No. 35-8 at 7.) Lundberg testified that these issues are something that would have been noticed on a pre-flight inspection, and Versweyveld testified that “there was definitely some scuffing after we landed that I would not have taken off with, had I seen it.” (ECF Nos. 35-8 at 7; 35-7 at 8.) The flight recorder data indicates that both elevators were locked evenly at zero degrees when the Latitude was powered off on July 9, 2021, but that when the plane was powered on July 10, 2021, the elevators were uneven, with one of the elevators “deflected trailing edge down at 14.8 degrees.” (ECF No. 35-9.) Defendant’s expert testified that the damage to the Latitude was consistent with a jet blast. (ECF No. 31-2 at 28.)

II. LEGAL STANDARD

A. Summary Judgment

“The purpose of summary judgment is to avoid unnecessary trials when there is no dispute as to the facts before the court.” *Nw. Motorcycle Ass’n v. U.S. Dep’t of Agric.*, 18 F.3d 1468, 1471 (9th Cir. 1994). Summary judgment is appropriate when the pleadings, the discovery and disclosure materials on file, and any affidavits “show there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law.” *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). An issue is “genuine” if there is a sufficient

1 evidentiary basis on which a reasonable factfinder could find for the nonmoving
2 party and a dispute is “material” if it could affect the outcome of the suit under
3 the governing law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248-49 (1986).
4 The court must view the facts in the light most favorable to the non-moving party
5 and give it the benefit of all reasonable inferences to be drawn from those facts.
6 *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986).

7 The party seeking summary judgment bears the initial burden of informing
8 the court of the basis for its motion and identifying those portions of the record
9 that demonstrate the absence of a genuine issue of material fact. *Celotex*, 477
10 U.S. at 323. Here, because the party seeking summary judgment is Plaintiff, who
11 bears the ultimate burden of proof at trial, it must establish “beyond controversy
12 every essential element” of its claim. *S. California Gas Co. v. City of Santa Ana*,
13 336 F.3d 885, 888 (9th Cir. 2003); *see also Nationstar Mortg., LLC v. Maplewood*
14 *Springs Homeowners Ass’n*, 238 F. Supp. 3d 1257, 1266 (D. Nev. 2017) (moving
15 party with the burden of proof at trial “must come forward with evidence which
16 would entitle it to a directed verdict if the evidence went uncontroverted at trial”).

17 Once the moving party satisfies Rule 56’s requirements, the burden shifts
18 to the non-moving party to “set forth specific facts showing that there is a genuine
19 issue for trial.” *Anderson*, 477 U.S. at 256. The nonmoving party “may not rely
20 on denials in the pleadings but must produce specific evidence, through affidavits
21 or admissible discovery material, to show that the dispute exists[.]” *Bhan v. NME*
22 *Hosps., Inc.*, 929 F.2d 1404, 1409 (9th Cir. 1991). However, where a moving party
23 fails to meet their initial burden, “the nonmoving party has no obligation to
24 produce anything, even if the nonmoving party would have the ultimate burden
25 of persuasion at trial.” *Nissan Fire & Marine Ins. Co., Ltd. v. Fritz Companies, Inc.*,
26 210 F.3d 1099, 1102-1103 (9th Cir. 2000).

27 **B. Negligence**

28 Under Nevada law, “[i]t is well established that to prevail on a negligence

claim, a plaintiff must establish four elements: (1) the existence of a duty of care, (2) breach of that duty, (3) legal causation, and (4) damages.” *Sanchez v. Wal-Mart Stores, Inc.*, 221 P.3d 1276, 1280 (Nev. 2009). Further, an employer is vicariously liable for the actions of their employee where there is “proof that (1) the actor at issue was an employee, and (2) the action complained of occurred within the scope of the actor's employment.” *Rockwell v. Sun Harbor Budget Suites*, 925 P.2d 1175, 1179 (Nev. 1996).

III. ANALYSIS

A. Duty

The parties do not dispute that the Global Express pilots owed a duty of care under both the common law and the Federal Aviation Regulations (“FARs”) to exercise reasonable care in the operation of an aircraft. “Pilots are bound by 14 C.F.R. § 61.105(a) to be familiar with the information contained in these publications and in the Federal Aviation Regulations. These rules, information manuals and circulars constitute evidence of the standard of care among all pilots.” *Dyer v. United States*, 832 F.2d 1062, 1069 (9th Cir. 1987). Under the FARs, the Pilot in Command (“PIC”) is directly responsible for and has final authority over operation of an aircraft. 14 C.F.R. § 91.3(a). 14 C.F.R. § 91.113(b) requires that “vigilance shall be maintained by each person operating an aircraft so as to see and avoid other aircraft,” which has been interpreted to require “the care that a reasonably prudent pilot would exercise under the circumstances.” *Steering Comm. v. United States*, 6 F.3d 572, 579 (9th Cir. 1993). 14 C.F.R. § 91.13 further prohibits a pilot from “operat[ing] an aircraft in a careless or reckless manner so as to endanger the life or property of another.” Similarly, under common law principles, courts have found that “[a] pilot has a duty to act as a reasonably prudent pilot would under the circumstances.” *Turner v. United States*, 736 F. Supp. 2d 980, 1003 (M.D.N.C. 2010); *see also Avemco Ins. Co. v. Elliott Aviation Flight Servs., Inc.*, 86 F. Supp. 2d 824, 831 (C.D. Ill. 2000); *Foster*

1 *v. United States*, 728 F. Supp. 3d 473, 486 (E.D. Ky. 2024).

2 **B. Breach**

3 The parties dispute whether the Global Express pilots breached their duty
4 of care in parking the aircraft on July 9, 2021.

5 Plaintiff argues that the undisputed evidence shows that the pilots on the
6 Global Express had a duty to be aware of the Global Express's exhaust danger
7 profile and of the Latitude's proximity, as well as a duty to exercise reasonable
8 care to avoid causing danger to others' property. Plaintiff argues that the Global
9 Express pilots either (1) were aware of the exhaust profile but failed to account
10 for the Latitude's location in maneuvering the Global Express (2) were aware of
11 both the exhaust profile and the Latitude's location but failed to exercise
12 reasonable care in maneuvering in such a manner that exposed the Latitude to
13 the exhaust danger, or (3) were aware of the Latitude's location and maneuvered
14 the Global Express in a manner that they believed would not cause damage to
15 the Latitude, but they did not possess the requisite knowledge of the Global
16 Express's exhaust danger profile. Given the evidence that other parking options
17 were available as well as the fact that the pilots had the option to stop the aircraft,
18 Plaintiff argues, any of these three scenarios is a breach of the pilot's duty of
19 reasonable care.

20 Defendant argues that evidence in the record supports a conclusion that
21 the pilots acted with reasonable care. Defendant points to the testimony of the
22 Global Express pilots that they weighed their parking options, had concerns
23 about alternative parking spaces, and chose what they believed to be the best
24 option. Defendant also points to their expert's testimony that as a pilot, he would
25 have ended up parking in the same place.

26 Additionally, as discussed below in Section D.1., there is a genuine dispute
27 as to the distance between the engines of the Global Express and the Latitude's
28 tail, as well as the velocity of the exhaust blast that the Latitude was subject to.

1 Plaintiff has thus not met their burden of establishing an absence of a dispute
2 that the Global Express came close enough to the Latitude to cause exhaust blast
3 at a velocity that that would damage it. It necessarily follows that Plaintiff has
4 not shown the absence of a dispute that the pilots maneuvered the Global
5 Express in a way that they knew or should have known would cause blast damage
6 to the Latitude. Put another way, if the Latitude was not close enough to the
7 Global Express to be subject to exhaust velocity that would damage it, the pilots
8 could not have failed to exercise reasonable care in the proximity with which they
9 put the two aircraft.

10 Accordingly, the Court finds that there is a genuine dispute of material fact
11 as to whether the pilots acted with reasonable care. “The determination of
12 whether there has been a breach of duty is generally a question for the jury.”
13 *Anderson v. Baltrusaitis*, 944 P.2d 797, 800 (Nev. 1997) (quoting *Perez v. Las*
14 *Vegas Medical Center*, 805 P.2d 589, 590 (Nev. 1991)). Here, there is evidence in
15 the record which creates a dispute as to whether alternative parking was
16 available. There is also evidence in the record that a reasonably prudent pilot—
17 the Defendant’s expert—would have parked in the same way and place that the
18 Global Express pilots did. Finally, Plaintiff has not established beyond
19 controversy that the Global Express’s proximity to the Latitude was such that the
20 Global Express pilots knew or should have known it would cause exhaust
21 damage. Because there is evidence from which a reasonable jury could conclude
22 that the pilots did exercise reasonable care in parking the Global Express,
23 summary judgment is not appropriate as to the element of breach.

24 **C. Injury**

25 While the parties may disagree on the causation and extent of damage to
26 the Latitude, there is no dispute that the Latitude did have damage at the
27 inspection on July 10, 2021. This element is thus undisputed.

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D. Causation

1. Distance and Angle

Plaintiff argues that the surveillance video and Defense expert's testimony that the damage to the Latitude was consistent with jet blast are conclusive evidence that the damage to the Latitude was caused by exposure to exhaust from the Global Express on July 9, 2021. Plaintiff also points to its expert's report finding that, at his estimated distance of 50 feet between the Global Express engines and the Latitude's tail, an exhaust blast from idle thrust would cause damage to the Latitude.

Defendant argues in response that Plaintiff's expert's estimated distance between the Global Express's engines and the Latitude is not conclusive evidence because his estimation failed to take several factors into account, and that the expert's determination that an object 50 feet away from the Global Express's tail would be subject to 102 mile per hour winds is based on an inaccurate reading of the exhaust danger areas diagram. Thus, a genuine issues of material fact exist as to the distance and wind velocity.

The Court agrees. It appears that there is no dispute that the back of the Global Express engines and the Latitude were no more than 83 feet apart, based on the painted lines on the ground in the video footage. Defendant argues that at trial, they would, through cross-examination, be able to call into doubt Plaintiff's expert's 50-foot estimation because he himself admitted that he "eyeballed" and "guess[ed]" several distances from the video still frames. (ECF No. 35-3 at 7-8.) If a jury were to believe that the distance was further than 50 feet—say, closer to 83 feet—the evidence shows that the exhaust wind speed would be somewhere between 62-102 miles per hour. Because the Latitude, per FAA regulations, must be able to withstand of at least 72 miles per hour winds without damage, not all wind speeds within that range would be sufficient to cause damage to the aircraft. (ECF Nos. 31-8 at 13; 35-3 at 13.)

1 Even if a jury were to believe that the distance at issue was 50 feet,
2 Defendant points out that Plaintiff's expert's conclusion that at 50 feet, the
3 exhaust speed would be 102 miles per hour is contradicted by PIC Adornado's
4 testimony about the Exhaust Danger Areas diagram. While Plaintiff's expert's
5 report seems to state that anywhere 50 feet behind the engines would cause 102
6 mile per hour winds (as indicated by the red line and dot the expert added to a
7 copy of the diagram in his report (ECF No. 31-8 at 10)), Adornado testified that
8 at 50 feet from the engines, the velocity of the exhaust would be 102 miles per
9 hour in a "small area." (ECF No. 31-4 at 22-23.) Indeed, without the red line and
10 dot added to the diagram, it appears that the "102 mph" points to a small, coned
11 area *directly* behind each engine at 50 feet from the engines. (ECF No. 35-2.) The
12 "62 mph" appears to point to a yellow shaded coned area covering the remaining
13 area not directly behind each engine, at 50 feet. (*Id.*) Adornado also testified that
14 at 100 feet from the engines, the velocity would be "like a cone of 62 miles per
15 hour and then an exterior of 34 miles per hour." (ECF No. 31-4 at 77.) This
16 testimony appears to reflect that the "62 mph" refers to the yellow cone area,
17 while the "34 mph" label refers to a blue area outside that cone. Thus, based on
18 Mr. Adornado's explanation of the diagram, at 50 feet from the engines the
19 velocity of the wind could be between 62 and 102 miles per hour, depending on
20 the angle and placement. At 100 feet, the velocity could be between 34 and 62
21 miles per hour. These ranges contain wind speeds that could damage the
22 Latitude, but also speeds the Latitude should be able to withstand without
23 damage.

24 While Plaintiff's expert report states that "[t]he tail of the Global Express
25 was directly facing the tail of Latitude, such that the exhaust from the Global
26 Express's engine was aligned with the Latitude's tail surfaces," the report does
27 not indicate how this was determined. (ECF No. 31-8 at 7.) Defendant's expert
28 report shows the aircraft slightly offset—again, not indicating how this was

1 determined. (ECF No. 31-22 at 5.) The video footage is also not clear enough to
2 conclusively show the angle of the jets in relation to one another. (ECF No. 31-
3 14.)

4 Accordingly, the Court finds that there is a genuine dispute of material fact
5 as to the distance between the Global Express engines and the Latitude's tail as
6 well as the angle at which the exhaust hit the Latitude. Because there is a genuine
7 dispute of material fact as to whether the Latitude was in fact subjected to wind
8 speeds which would cause it damage, summary judgment on causation is not
9 appropriate here.

10 **2. Pre-Flight Inspection**

11 Defendant also argues that evidence in the record indicates that the
12 damage did not exist immediately after the July 9, 2021 incident. Indeed, the
13 pilots of the Latitude testified that they did a pre-flight inspection on the morning
14 of July 10 which appeared to be normal. Damage to the Latitude was not
15 discovered until after the Latitude took off and then made an emergency landing.
16 The Latitude pilots also testified that they would have noticed the damage to the
17 elevators as well as visible cracks on the aircraft had they existed at the time of
18 the pre-flight inspection. A rational trier of fact could conclude from this evidence
19 that because the damage was not visible immediately after the incident, and
20 instead appeared after another flight, that it was not caused by the exhaust from
21 the Global Express. This is an additional reason that summary judgment is not
22 appropriate as to causation.

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IV. CONCLUSION

It is therefore ordered that Plaintiff's partial motion for summary judgment (ECF No. 31) is DENIED.

Dated this 29th day of May 2025.

A handwritten signature in black ink, appearing to read "Anne R. Traum", is written over a horizontal line.

ANNE R. TRAUM
UNITED STATES DISTRICT JUDGE